

THE STATE OF TEXAS

COUNTY OF SAN PATRICIO

2014- 2015 CITY/CHAMBER CONTRACT

ARTICLE I.

PARTIES

The parties to this Contract are The City of Ingleside, a Texas Home Rule Municipality, hereinafter called "City," and The Ingleside Chamber of Commerce, a Texas Non-profit Corporation, hereinafter called the "Chamber."

ARTICLE II.

CONSIDERATION

For and in consideration of the mutual covenants, conditions and stipulations herein set forth, the City and Chamber hereby covenant and agree as follows:

ARTICLE III.

PURPOSE, AUTHORITY AND STIPULATIONS

The City is a Texas Home Rule Municipality, which seeks to promote its tourist and convention industry business for the benefit of the City. The City benefits through increased economic and development activity, and increased ad valorem tax base resulting from increased development, and increased sales tax and occupancy tax income developed by such tourists and conventioners. The Chamber is a Texas Non-profit corporation, which is engaged in and has expertise and experience in the business of promoting the tourist and convention business. The City is granted the authority under Section 351.101(c), Texas Tax Code, to delegate to the Chamber the management and supervision of the programs and activities, which are the subject of this Contract.

ARTICLE IV.

OCCUPANCY TAX LAW

Occupancy tax revenue may only be spent to promote tourism and the convention and hotel industry within the City and specifically for the purposes allowed and provided for under Section 351.101, Texas Tax Code, the provisions of which are incorporated herein for all intents and purposes as if recited verbatim at this point.

ARTICLE V.

USE OF FUNDS

Any and all monies, if any, which the City of Ingleside grants to the Chamber under this contract are and shall be occupancy tax revenues. None of said monies shall be spent by the Chamber for any purpose not allowed by Chapter 351, Texas Tax Code. More particularly, it is anticipated that such funds will be spent between the date of this contract and September 30, 2013. Such funds shall only be spent for the purposes and in the amounts stated as follows

1.	Advertising.....	\$ 30,000.00
2.	Community Events.....	\$ 31,895.00
3.	Insurance.....	\$ 2,470.00
4.	Office Supplies.....	\$ 2,400.00
5.	Postage.....	\$ 600.00
6.	Non-Phone Utilities.....	\$ 1,900.00
7.	Telephone Utility.....	\$ 2,500.00
8.	Personnel Costs	\$ 33,700.00
9.	Accounting Fee.....	\$ 3,960.00
10.	Travel/Training.....	\$ 2,225.00
11.	Equipment Lease.....	\$ 2,700.00
12.	Membership Dues.....	\$ 650.00

TOTAL

\$ 115,000.00

The City hereby agrees to and does hereby grant to the Chamber of Commerce the sum of \$115,000.00, provided that if the city does not collect \$115,000.00 in such taxes the amount granted hereunder shall be reduced to the amount actually collected, it being understood and agreed that a portion of said funds are being spent by the Chamber to operate a Visitor Information Center as allowed by Section 351.101(a) (1), in addition to other purposes.

ARTICLE VI.

FUND USE CONTROLS

6.01 Separate Account. The Chamber must maintain all revenue granted to it by the City in a separate account and may not commingle that revenue with any other money or maintain it in any other account, as required by Section 351.101(c), Texas Tax Code.

6.02 Maintenance of Records. The Chamber must maintain complete and accurate financial records of each expenditure of occupancy tax revenue made by the Chamber, as required by Section 351.101(e), Texas Tax Code, and said records shall be maintained in a form approved by the City. The Chamber will record expenditures on a monthly basis in separate accounts, according to the budget approved by the City.

6.03 Access to Records. At the request of the City Council of the City, the City Manager or other authorized agent of the City, the Chamber shall make its records available to the City for inspection, review and copying, as required by Section 351.101(e), Texas Tax Code. All records concerning the matters addressed under this contract, including those concerning the receipt, handling and utilization of the occupancy tax revenues which are granted to the Chamber under this contract, are open records subject to the Texas Open Records Act, and the Chamber covenants and agrees that it will immediately advise the City upon receipt of any request made for such records and will fully cooperate with and assist the City to facilitate compliance with the Texas Open Records Act.

6.04 Reports and Audit. The City may conduct, within ninety (90) days after the end of its fiscal year or at any other time, an independent audit for such expenditures indicating expenditures under this contract for the fiscal year ending September 30, 2012 or any other period of time, as required by Section 351.101(c), Texas Tax Code. Further, in compliance with Section 351.101(c), within thirty (30) days after the end of each fiscal

quarter, throughout the term hereof, the Chamber will furnish the City a performance report of its work under this contract, during the immediately preceding quarter, in a form determined by the City Manager of the City, which report shall reflect, by way of illustration and not limitation, a list of all expenditures, overall activity, meetings, conventions and conferences conducted and attended, number of personnel employed and their general duties, and copies of literature produced, as well as a description of direct mailings in the last quarter, and similar information.

ARTICLE VII.

AGREEMENT TO FUND

City will grant to Chamber \$115,000.00 from the City's occupancy tax receipts on the date of this contract, such funds to be transferred by the City to the Chamber on a quarterly basis.

ARTICLE VIII.

MISCELLANEOUS

8.01 Contractual Liability Disclaimer. In no event shall the City be liable for any contracts whatever made by the Chamber with any person, firm, corporation or governmental body, other than those which may be made between the City and the Chamber.

8.02 General Liability Disclaimer. In no event shall the City be liable for any damages, injuries, or losses charged to or adjudged against the Chamber arising from its operations, use or maintenance of facilities or funds.

8.03 Termination. If either party materially breaches this agreement, the other party may terminate this contract upon thirty (30) days notice, which notice shall be deemed given as of the deposit date in an official

depository of the U.S. Postal Service, postage prepaid, certified mail, in an envelope properly stamped and addressed, for the delivery to City at Post Office Drawer 400, Ingleside, Texas 78362, or to the Chamber at P.O. Box 686, Ingleside, Texas 78362.

8.04 Severance. If, for any reason, any section, paragraph, subdivision, clause, phrase, word or provision of this contract shall be held invalid or unconstitutional by final judgment of a Court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this contract, for it is the definite intent of the parties hereto that every section, paragraph, subdivision, clause, phrase, word and provision hereof be given full force and effect for its purpose.

EXECUTED effective the 1st day of October, 2014

CITY OF INGLESIDE,
A Texas Home Rule Municipality

By: _____
Pete Perkins, Mayor

INGLESIDE CHAMBER OF COMMERCE,
A Texas Non-profit Corporation

By: _____
John Tummons, Board Chairman